



## Midland Public Schools *Inspiring Excellence*

### INVITATION TO BID

Midland Public Schools will accept sealed bids to install a new transformer and switchgear at Herbert Henry Dow High School. Drawings and material information are included as a separate attachment to this bid package. The purchase of all materials and labor for this project must be included in bid pricing. ES Services (subsidiary of Consumers Energy) will provide equipment, supplies, and engineering drawings. The equipment and supplies to be provided are indicated on the attached bid spec. Contractor is expected to pay ES Services directly for all supplies and equipment and include this pricing on the bid tab. All additional supplies and equipment should also be included in pricing.

The contractor is responsible for permitting and for coordinating electrical inspections. Additionally, the contractor is responsible for disposing of all existing equipment removed and should be included in the pricing. Any hazard material removal is the responsibility of the contractor and pricing should be included in the bid. Damage to any existing structures by the contractor is the responsibility of the contractor to replace or repair at the discretion of the owner. Jobsite must be maintained and cleaned during and at the end of the project. The owner will be responsible for landscaping the area at the completion of the project

### Site Visit and Equipment Pricing Contact

Contractors may walk the site to determine the scope of work, equipment and materials required by setting up an appointment with Aaron Winter, ES Services at:

[aaron.winter@cmsenergy.com](mailto:aaron.winter@cmsenergy.com)

Cell Phone 517-395-8960

### Bid Security

A Bid Security by a qualified surety authorized to do business in Michigan in the amount of five percent (5%) of the Base Bid shall accompany each proposal or proposal combination. The Bid Security may be in the form of a Bid Bond, Cashier's Check, or Money Order. Personal checks are not acceptable.

### Safety

The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to MIOSHA and the Right-to-Know.

The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees are performing the service for Midland Public Schools.

Smoking

The District prohibits the use of tobacco in school buildings or on school grounds. This prohibition applies to all contractors and workers on school grounds and to all forms of tobacco products. The Contractor shall be responsible for the implementation and enforcement of this requirement.

Fines for MIOSHA Violations

If the District is assessed any fines for MIOSHA violations arising out of these contract services and attributable to the Contractor, the Contractor shall reimburse the District for these.

Insurance Requirements

The Contractor will provide the District with the required insurance certificates before the Contractor is awarded the contract. These certificates of insurance shall be submitted to the District's Maintenance Department.

**Minimum Required Insurance Limits**

	Minimum Limits
Commercial General Liability	
Fire Damage	\$100,000
Medical Expenses	\$10,000
Personal & Adv. Injury	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Products - Comp/Op Agg.	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Excess Liability (Umbrella)	
Each Occurrence	\$5,000,000
Aggregate	\$10,000,000
Fidelity/Employee Dishonesty Bond	\$50,000
Automobile Liability (Including Hired & Non-Owned)	
Personal Injury/Bodily Injury	
Each Occurrence	\$1,000,000
Or Combined Single Limit	\$1,000,000
Property Damage	
Each Occurrence	\$500,000

### Bid Information

Bids will be accepted until 2:00 P.M. local time on February 8, 2018 at which time bids will be opened and read aloud for presentation to the Board of Education at their next regularly scheduled meeting. No oral, telephonic or facsimile proposals will be considered. NO proposals will be considered after time of closing of bids.

### Work Timeline

Installation will need to be scheduled between July 9, 2018 and July 16, 2018 and work completed by July 20<sup>th</sup> 2018. The power should be terminated for the least time possible and this shutdown timeline should be included in the timeline of work statement. If delivery of equipment delays this timeline, work will be started and completed within two weeks of equipment delivery.

### Owners Rights

The Board of Education reserves the right to accept or reject any or all item(s) in the bid; to accept or reject any or all bid(s); to waive any informalities therein; or for any reason, to award the contract to other than the low bidder. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

All bids shall be firm for ninety days (90) from the date of the bid opening. All bids must include a signed "Iran Economic Sanctions Act Certification" and a "Familial Relationship Disclosure" form (enclosed with documents).

All bids must be submitted on the attached bid form and signed by the bidder. Two (2) copies of the bid form should be addressed to the attention of:

Michael Moeggenberg  
Director of Facilities and  
Operations  
Midland Public Schools  
600 East Carpenter Street  
Midland, Michigan 48640-5417  
**"Dow High Transformer"**

One (1) copy of the bid form should be retained for your files. Questions should be referred to Michael Moeggenberg, Director of Facilities and Operations at 989-923-5035 or [moeggenbergmj@midlandps.org](mailto:moeggenbergmj@midlandps.org)

### Instruction to Bidders

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachment, and comply with all requirement specified within.
2. Bids received after the scheduled opening time will not be accepted.
3. The only bids accepted will be hard copy paper bids.
4. No bid may be withdrawn, changed or modified in any way for a period of ninety (90) calendar days from date of did opening.
5. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
6. Bids received prior to time of opening will be kept securely unopened. No responsibility will be attached to school district employee who prematurely opens an incorrectly addressed bid proposal.
7. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
8. Midland Public Schools is exempt from state and federal taxes.
9. All bids are subject to acceptance by Midland Public Schools Board of Education which reserves the right to accept or reject any or all bids, to split awards by items, to waive irregularities or defects, and accept other than the low bid when deemed to be in the best interest of Midland Public Schools.
10. The laws of the State of Michigan shall govern rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
11. All information included in a bid response is subject to the Freedom of Information Act and may be disclosed in its entirety after the formal, public bid opening has been completed.
12. By submission of the proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
13. The bidder agrees to hold and save Midland Public Schools, its officers, agents and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, actin, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment, materials, supplies, or services covered by this bid document.
14. The contractor shall provide items of a minor nature, not specifically noted in these specification, so as to provide a complete, operable and Owner acceptable service.
15. Contractors are required to comply with the Safety Rules and Accident Prevention plan. The district reserves the right to exclude any worker(s) from the job site(s) for violation of these work rules or any other such offenses deemed inappropriate by the District.
16. The contractor shall clean their job area daily and dispose of all trash and debris leaving the area broom clean.
17. It is the responsibility of the contractor/bidder to field verify all existing field conditions. Bidders shall inspect the work site and take such steps as may be reasonably necessary to ascertain the nature of the work; and general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.
18. The sites are available for your inspections by appointment.



## Iran Economic Sanctions Act Certification

I am the \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert bidder company name), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of custodial services to Midland Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

Signature \_\_\_\_\_

## Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), certifies to Midland Public Schools (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any "listed offenses".<sup>1</sup> The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code<sup>2</sup> or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

**BIDDER:** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# HERBERT H. DOW HIGHSCHOOL

Midland, MI



## Overview

- HV Switch (on the left) and transformer (center) are in need of replacement
- LV Switchgear (on the right) doesn't have 6 or less breakers and will likely require a main to be installed to pass inspection
- transformer has PCB free sticker



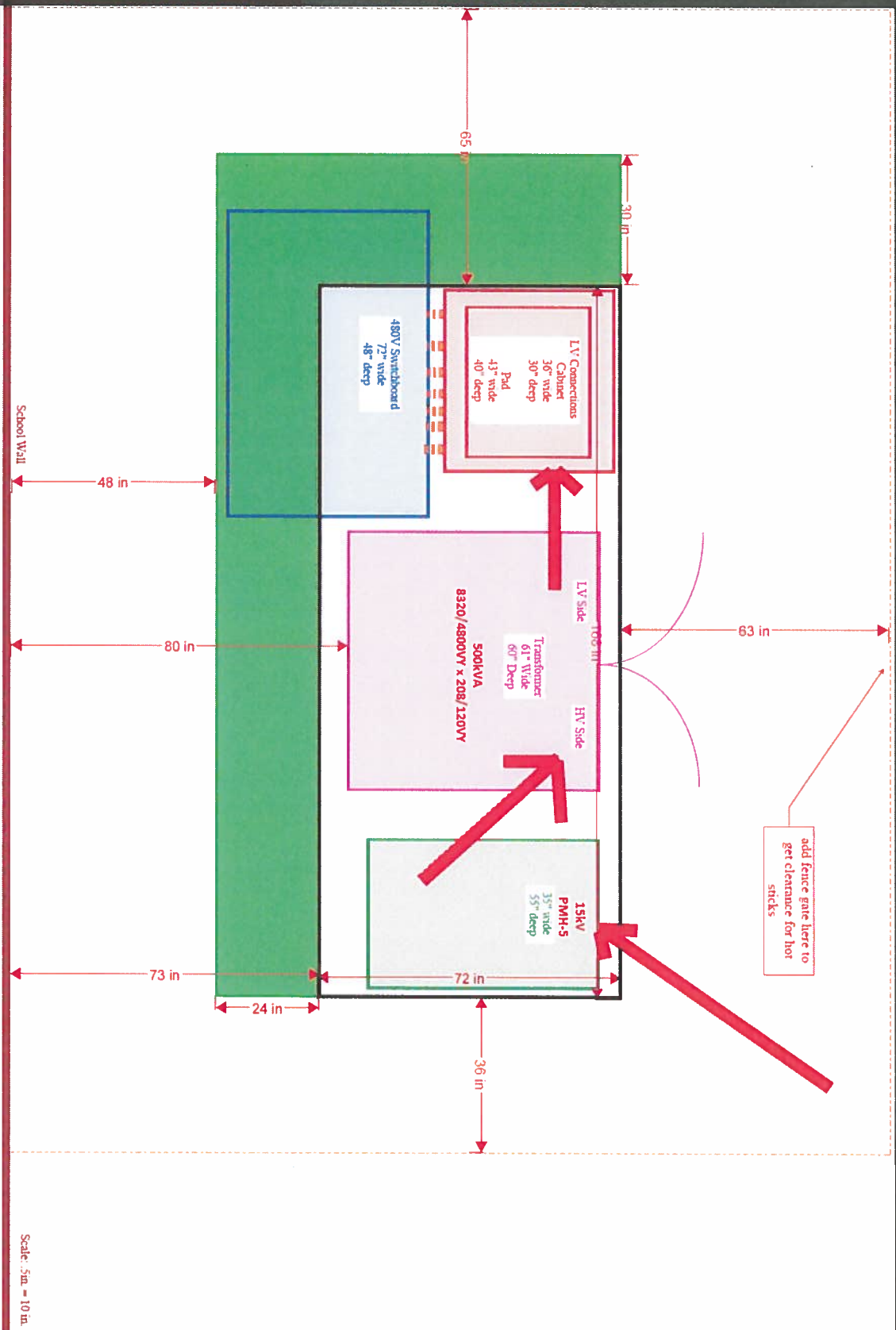
# Overview 2



# LV Switchgear



# Aerial Layout



# Work Scope

- Remove existing padmounted equipment
- Test existing equipment to verify PCB content / expose of if determined to be PCB Free
- Augment size of concrete pad to accommodate:
  - New 15kV PMH-5
  - New 500kVA transformer
  - New LV cable cabinet
  - New LV switchgear
- Install new 15kV PMH-5 and base spacer over existing line-side sweeps
- Terminate existing line side cables into new PMH-5
- Install new 500kVA transformer directly next to PMH-5 (see slide 5)
- Install new 3-phase, 1/0 AL cable between new PMH-5 and new 500kVA Transformer and terminate
- Install new LV cable cabinet directly next to new 500kVA transformer (see slide 5)
- Install new LV cables between transformer and LV cable cabinet and terminate
- Install new LV switchgear over existing sweeps
- Install new LV cables between LV cable cabinet and LV switchgear and terminate
- Re-terminate existing load side LV cables into new LV switchgear
- Consumers Energy to provide:
  - PMH-5 switchgear and base spacer
  - 500kVA transformer
  - 1/0 AL primary voltage cable and sweeps
  - Primary voltage terminations
  - LV Cable Cabinet